



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

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August 24, 2000

In Reply Refer To:
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CA-943

Instruction Memorandum No. CA-2000-088

Expiration Date: 09/30/01

To: District Manager, CDD and All Field Managers
Attention: District/Regional and Field Office FMO's

From: State Director

Subject: California Cooperative Fire Protection Agreement Update **DD:9/22/00**

The California Cooperative Fire Protection Agreement (4 Party Agreement) is up for review this year. An interagency committee has been established to review and update the agreement. The BLM California Fire and Aviation Office has the lead for BLM in this review and has a member on the interagency committee.

Please review the attached agreement and submit your comments to Doug Waggoner, Fire and Aviation Staff, by **September 22, 2000**. This date may be adjusted later due to the current, active fire situation. However, if you can make the 22nd date, it would be appreciated.

If you have any questions, please contact Doug Waggoner at (916) 978-4437.

Signed
Karen Barnette
Acting State Director

Authenticated By
Louise Tichy
Records Management

1 Attachment:

1 - California Cooperative Fire Protection Agreement (47 pp)

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COOPERATIVE FIRE PROTECTION AGREEMENT

Between

UNITED STATES DEPT. OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
CALIFORNIA AND NEVADA

UNITED STATES DEPT. OF THE INTERIOR
NATIONAL PARK SERVICE
PACIFIC-WEST FIELD AREA

UNITED STATES DEPT. OF AGRICULTURE
FOREST SERVICE
REGIONS FOUR, FIVE AND SIX
and

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION

IN ACCORDANCE WITH

Acts of Congress of April 24, 1950 (16 USC 572), May 27, 1955 (42 USC 1856 et seq.), December 12, 1975 (16 USC 565 a-1), September 20, 1922 (16 USC 594), June 28, 1934 (43 USC 315a), June 30, 1949 (41 USC 252), October 21, 1976 (43 USC 1701), the Stafford Act, Public Law 93-288, as amended (42 USC 5121 et seq.) and California Public Resources Code, Section 4141.

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ORIGINAL

ORIGINAL

ORIGINAL

37
38
39

CONTENTS

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1. THIS AGREEMENT concerns “Wildland Fire Protection” and is made and entered into as of January 1, 1997, by and between the State of California, through its Director of the Department of Forestry and Fire Protection, hereinafter called the State, and the U.S. Department of Agriculture - Forest Service, through its Regional Foresters for Regions Four, Five and Six (Intermountain, Pacific Southwest and Pacific Northwest Regions), herein after called the Forest Service, the U.S. Department of the Interior - National Park Service through its Field Director for the Pacific-West Field Area, hereinafter called the Park Service, and the U.S. Department of the Interior - Bureau of Land Management, through its State Directors for California and Nevada, hereinafter called the Bureau. Forest Service, Park Service and Bureau may hereinafter be jointly referred to as Federal Agencies.

RECITALS

2. “State Responsibility Areas” (SRAs), sometimes called State and Private lands, upon which the State is responsible for wildland fire protection under California Public Resources Code Sections 4125 to 4127, National Forest Lands for which the Forest Service is responsible, National Park Lands for which the Park Service is responsible, and Public Lands for which the Bureau is responsible, are intermingled or adjacent in some areas, and “wildland” fires on these intermingled or adjacent lands present a threat to the lands of the other. For the purposes of this agreement, lands administered by the Federal Agencies shall be known as “Federal lands.”

3. The State and Federal agencies acknowledge that differences exist between agency missions, but that each will represent the other agency’s interests and must possess the recognition, knowledge and understanding of each other’s mission objectives, authorities and policies. To the extent that “incident” objectives allow, each agency agrees to honor and aggressively pursue remedies to emergency fire situations that are consistent with what the other agency would have done had it been present.

4. To provide a level of wildland fire protection for the intermingled lands “equivalent” to similar lands protected directly by the State or the Federal Agencies, the said intermingled and adjacent lands have, in a process discreet from this agreement, been divided into practical “Direct Protection Areas” (DPAs) delineated by boundaries regardless of statutory responsibility, and this protection is assumed by administrative units of either the Federal Agencies or the State.

5. The Federal Agencies and the State have agreed upon and have caused to be delineated upon maps filed in the offices of each agency the DPAs in which each assumes the responsibility of maintaining a wildland fire protection system. Said maps show the established DPAs and are kept current on an annual basis in

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accordance with Exhibit E, Changes to Direct protection Area (DPA). Teale Data Center will be the repository for the master set of maps.

6. The State and the Federal Agencies need to assist each other on “suppression” of wildland fires adjacent to DPA boundaries and make provisions for use of each other's fire protection resources.

7. The State and the Federal Agencies have established fire plans applicable to their respective DPAs. Such plans describe the personnel, equipment and administrative support necessary to provide acceptable levels of wildland fire protection capabilities to meet agency objectives.

8. The State and the Federal Agencies desire to cooperate to the maximum extent possible to achieve objectives of common interest and concern. The concept of a functionally integrated fire protection system, involving Federal, State and Local government resources, is the most effective method of delivering fire protection where life, property and natural resource values are at risk.

9. Words and phrases used herein may have different meanings or interpretations for different readers. In order to reach a common understanding, words and phrases are included in a Glossary attached hereto as EXHIBIT A. The first time a word or phrase contained in the Glossary is used in the agreement or an exhibit, it will appear in quotation marks.

NOW, THEREFORE, in consideration of the mutual promises and conditions herein made, it is agreed as follows:

TERMS AND CONDITIONS

INTERAGENCY COOPERATION

10. California Wildfire Coordinating Group

This agreement is evidence of the level of cooperation and integration between major wildland fire protection agencies in California. However, changes will continue to occur over the duration of this agreement, as well as many daily issues that cannot be addressed in such a document. To ensure a

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coordinated approach to resolution of such changes and issues, the parties to this agreement will participate in the California Wildfire Coordinating Group. To facilitate representation of the Forest Service at meetings of this group, as well as for other on-going routine issues, the Regional Forester for Region Five (Pacific Southwest), or his/her designee, in coordination with Region Four and Region Six, will represent all Forest Service Regions covered by this agreement.

11. Interagency Technical Committees

The State and Federal Agencies may charter interagency technical committees to study areas of concern, including but not limited to communications, training, field operations, information systems, dispatching, "fire prevention", aviation and fiscal issues.

DIRECT PROTECTION AREAS (DPAs)

12. DPA Boundaries

DPA boundaries will delineate the dividing line between land which will be provided wildland fire protection by the State and land which will be provided wildland fire protection by the Federal Agencies. DPA boundaries will be established by mutual consent.

Existing protection organization and facilities, response time, land ownership patterns, values to be protected and pertinent statutes and regulations will be considered when determining the location of the DPA boundaries. DPA boundaries will be recorded on "official maps" of the involved agencies.

The DPA boundaries will be reevaluated during preparation of each Operating Plan and during each "field review." When the need to change a DPA boundary is identified, the State Ranger Unit Chief and the Bureau "Line Officer", Park Superintendent, or Forest Supervisor will recommend such a change for review and approval by the Director and appropriate State Director, Field Director, or Regional Forester. Exhibit E delineates the process for documenting, approving and recording changes to DPA. Whenever such a change is contemplated, the remaining parties to this agreement that are not directly affected by the change shall be notified to review potential indirect effects. Independent reviews of DPA boundaries may be initiated by the Director, Regional Forester, Field Director or State Director.

Accurate records of acreage involved in this agreement will be maintained by the responsible parties hereto.

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13. Operating Plans

The State and Federal Agencies shall jointly develop and annually review “Operating Plans” which will document the location of the DPA boundary of each agency, and detail the subjects identified in the Operating Plan Outline attached hereto as EXHIBIT B. Operating Plans will be consistent with Federal Agency and State policy and the terms of this agreement and may be more detailed than the Outline.

An Operating Plan will be mutually prepared and approved by each Bureau Field Office, National Park, or National Forest and the appropriate State Ranger Unit. The Operating Plan will be a local working document that is developed between the various Bureau Field Office(s), National Forest(s), National Park(s) and the appropriate State Ranger Unit(s), and shall be an attachment to the Cooperative Fire Protection Agreement. It shall be forwarded to the Director and the State Director, Field Director, or Regional Forester by May 15, following approval by the designated State representative and the Bureau Line Officer, Park Superintendent or Forest Supervisor.

14. Protection of State Responsibility Area (SRA)

The State and the Federal Agencies shall jointly develop and review the Operating Plan for the protection of State Responsibility Area (SRA) located within Federal Agency DPAs. As identified in the Operating Plan, the Federal Agency, within the limitations of Federal authority and policy, will provide wildland fire protection at a level which is most nearly equivalent to the wildland fire protection that would be provided directly by the State on SRA of equal hazard, risk and value. Federal law regarding the obligating of Federal appropriations prohibits expenditures of wildland fire protection funds when there is no Federal interest in the lands. Fires occurring on any SRA in the DPA of the Federal Agencies will virtually always be a threat to Federal lands. It is in the Federal interest to protect these lands when a threat occurs, therefore any assistance requested of the State, other than “Mutual Aid”, will be “Assistance by Hire.”

15. Protection of Federal Lands

The State and Federal Agencies shall jointly develop and review the Operating Plan for the protection of Federal lands located within State DPAs. As identified in the Operating Plan, the State will provide wildland fire protection at a level which is most nearly equivalent to the wildland fire protection that would be provided directly by the Federal Agencies on Federal lands of equal hazard, risk and value. State law regarding the obligating of State appropriations prohibits expenditures of these funds when there

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is no threat to SRA lands. Fires occurring on any Federal lands in the DPA of the State will virtually always be a threat to SRA. When such is the case, any assistance requested of the Federal Agencies, other than Mutual Aid, will be Assistance by Hire. The Federal Agencies retain all land management responsibilities except for wildland fire protection on Federal lands within the area where the State has Direct Protection Responsibility. This does not preclude the Federal Agencies from conducting fire prevention activities on these lands.

16. Protection of Local Responsibility Area (LRA)

Lands that are not SRA or Federal lands are considered "Local Responsibility Area" (LRA). Although LRAs are intermingled with and/or adjacent to SRA and Federal lands, the local government agencies protecting LRA are not parties to this agreement.

Situations can exist where LRA is threatened or burned by "wildfires" involving SRA and/or Federal lands. When this occurs, the jurisdictional and financial responsibility for fire protection of the LRA rests with the local government agency(ies). Consequently, the local government agency(ies) may become a legitimate and appropriate party to an interagency "cost share agreement." Procedures for initiating interagency cost share agreements involving LRA are detailed in paragraph 53, Local Government Agency Involvement in Cost Sharing, the State's 3800 Handbook and in the National Wildfire Coordinating Group (NWCG) Interagency Incident Business Management Handbook.

The decision to seek reimbursement for costs associated with wildfires involving LRA is an agency policy issue and will be addressed on a case-by-case basis.

17. Field Review

Any participating agency or agencies may request a field review of an Operating Plan(s).

FIRE PROTECTION RESPONSIBILITIES

18. Protecting Agency

For the purpose of this agreement, the parties hereto shall be distinguished as follows: The agency responsible for the suppression of a fire because of its location shall be called the "protecting agency".

Agencies not possessing such responsibility for fire suppression shall be called the "supporting agencies."

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217 19. Fire Protection Fiscal Responsibilities

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219 All costs incurred to meet the protection responsibility within each agency's DPA will be the
220 responsibility of that protecting agency. This fiscal responsibility includes special management
221 considerations as identified in the Operating Plan.

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223 20. Changes in Fire Protection

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225 When changes in the fire protection organization (i.e., a permanent or long term relocation of personnel
226 and equipment) which will directly affect the protection level assigned to lands protected by one agency
227 for another are anticipated, the affected agencies will be notified.

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229 Any response to a projected reduction of resources having statewide or regional impact will be coordinated
230 by the Director, the State Director, the Field Director and the Regional Forester to mitigate impacts.

21. Attack Responsibilities and Fire Notification

Unless otherwise provided in the Operating Plan, each agency shall take prompt action to suppress all wildfires on, or threatening lands in its DPA . The Federal Agencies will notify State of fires burning on or threatening SRA under Federal Agency direct protection in a timely manner. State will notify Federal Agencies of fires burning on or threatening Federal lands under State direct protection in a timely manner.

22. Closest Forces

The State and the Federal Agencies agree to adopt the "Closest Forces Concept" for "initial attack." This philosophy dictates that the closest "available" appropriate resources regardless of ownership shall be utilized initially. The emphasis is to get the closest appropriate resources to respond to "initial attack fires" is in the best interest of all agencies. This concept should be used for planning without regard to direct protection responsibility. This philosophy of closest forces will also be applied to ongoing incidents whenever there is a critical and immediate need for the protection of life and property.

Beyond initial attack, the closest forces concept is modified and the protecting agency will apply the philosophy of the "Most Appropriate Resource" to aid in the suppression of a wildfire.

23. Appropriate Suppression Action Policies

The State and Federal Agencies agree to adopt "appropriate suppression action" policies. Except where modified by the terms of this agreement as negotiated and specified in the local Operating Plan or the Escaped Fire Situation Analysis (EFSA), all fire suppression activity, including "repair of suppression activity damage", will be consistent with protecting agency policy.

The Special Management Considerations section of each Operating Plan will establish procedures and criteria for line officers of the agencies to communicate land management considerations to Incident Commanders.

Any restrictions to normal firefighting tactical techniques, such as use of heavy mechanized equipment in "special management areas" (e.g. wilderness areas, wild and scenic rivers, roadless areas, and

archeological sites) will be delineated on “protection unit” maps or otherwise identified in Operating Plans.

Procedures for the protection of special management areas will be acknowledged and included in Operating Plans. As appropriate, the State and Federal Agencies will provide an “Agency Representative” to advise the Incident Commander of any special conditions which may influence suppression action. The Incident Commander will include these special conditions in the incident planning process.

24. Escaped Fire Situation Analysis (EFSA)

Federal Agency policy requires that an EFSA be completed for all fires on or threatening Federal lands which escape initial suppression action. The procedure requires a Federal Agency Line Officer, Agency Representative, or “Agency Administrator” to participate in developing incident objectives for the suppression action. When fires occur on State-protected Federal lands, the responsible line officer will actively involve the State in this process. Operating Plans will contain procedures for completion and line officer approval of the EFSA. Final responsibility for strategy and tactical implementation within the selected alternatives in the EFSA shall rest with the Incident Commander.

Similarly, for fires occurring on Federally-protected SRA, the State Line Officer, Agency Representative, or Agency Administrator shall participate in the EFSA process.

25. Suppression of Fires on DPA of Another Agency

Any participating agency may, upon its own initiative and with appropriate notification and coordination, attack wildland fires on lands which are under the direct protection of another agency. None of the parties to this agreement shall perform any fire suppression action which is contrary to limitations found in the appropriate Operating Plan. The protecting agency will assume command of all fire suppression action when a qualified Incident Commander of that agency arrives at the fire.

26. Boundary Fires-Between State and Federal Agencies

A fire burning on, or directly adjacent to, the DPA Boundary will be the initial attack responsibility of the protecting agencies on either side of the boundary. Each agency will bear the cost of its initial attack forces on a “boundary fire”. Unless it is determined that the fire is confined to the DPA of either the State

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or the Federal Agencies, a “unified command” organization will be implemented. For unified command, the Incident Commanders of the involved agencies shall mutually agree upon fire suppression objectives, strategies and commitment of agency suppression resources.

If it is determined that the fire is confined to the DPA of either the State, the Bureau, the Park Service, or the Forest Service, the protecting agency will designate an Incident Commander. If necessary, the protecting agency may request the supporting agency to assume command of the fire.

27. Boundary Fires - Contract Counties

State law provides that a county may, with the concurrence of the State, elect to assume responsibility for the fire protection of SRA and that the State may enter into a contract with said county for necessary protection. The State has entered into such a contract with the counties of Marin, Kern, Santa Barbara, Ventura, Los Angeles, and Orange which are hereinafter referred to as contract counties. These contracts are for the protection of SRA only, as State law does not provide for the State to contract with these counties for the protection of Federal lands. The protection of any Federal lands, LRA and improvements rests with the appropriate Federal Agency(ies) and/or local agency fire department(s) respectively.

A contract county is responsible for the command of all firefighting forces on fires in SRA within the county DPA. The contract county will make an aggressive initial attack on all fires and make a reasonable and substantial commitment of county or local mutual aid forces before requesting State assistance. If it is determined that State paid suppression assistance is required, the State will assign an Agency Representative or Agency Administrator. The Agency Representative or Agency Administrator will determine and authorize the State’s fiscal responsibility. In the absence of an Agency Representative or Agency Administrator, the appropriate State Region Command Center (RCC) will determine and authorize the State’s fiscal responsibility. The responsibility and authority for any expenditure of State emergency funds must rest with a State forest officer, typically the assigned Agency Representative or Agency Administrator.

The state may pay for certain contract county resources used on SRA fires within the county provided their use is approved by the State. Such payments are in addition to the regular contract amount. Conversely, there are certain contract county resources that the State will not pay for when used on an SRA fire within the county. Because of the potential for State financial involvement on SRA fires in the contract counties, significant boundary fires involving the Federal Agencies will become cost share fires between the State, the Federal Agencies and possibly the contract county.

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28. Protection Priorities

The State and Federal Agencies agree that they mutually share technical responsibilities for all values at risk from wildfire within their respective DPAs. Further, each agency agrees that incident objectives will provide for firefighter safety first and recognize the following priorities:

1. Threat to human life.
2. Threat to property (e.g., structures or improvements) and natural/cultural resources.

To the extent that incident objectives allow, the State and Federal Agencies agree to honor and aggressively pursue remedies to emergency fire situations that are consistent with what the other agencies would have done had they been present. Specifically, the State and Federal Agencies acknowledge the necessity of demonstrating aggressive diligence in protecting structures and improvements from wildfire and protecting wildland and watershed from structure and improvement fires.

29. Non-Wildfire and Other Emergency Responses

This agreement is limited to wildland fire protection. However, the State and Federal Agencies may assist one another on a reimbursable basis in any non-wildfire emergency response as long as the requested resources are available and all other provisions of the agreement are met.

30. General Fire Prevention Policies

All fire prevention actions, including "Fire Safe Planning", conducted by the protecting agency in its DPA on lands of the other agencies will be consistent with the protecting agency's general fire prevention activities and the terms of this agreement. Fire prevention program planning will be coordinated between agencies to determine appropriate levels of service as identified in the Operating Plan.

The State and the Federal Agencies, through interagency efforts, where possible, shall develop goals, objectives and expectations for interagency fire prevention activities. Specific fire prevention activities will be developed by local interagency fire prevention committees and identified in the Operating Plan consistent with Exhibit F, Fire Prevention, of this agreement.

31. Prescribed Fire Management

Specifics for the cooperative use of “prescribed fire” are covered in the Interagency Agreement for Cooperative Use of Prescribed Fire.

In the event a wildfire results from prescribed burning operations of CDF or a Federal Agency, as distinguished from joint prescribed burning operations, sole responsibility and accountability for the costs of suppression rest with that agency.

JOINT USE OF RESOURCES32. Two Categories of Suppression Resources

Joint use of fire suppression resources is divided into two categories, herein called Mutual Aid and Assistance by Hire.

33. Mutual Aid

For the purposes of this section, Mutual Aid is that automatic initial attack response by suppression resources (excluding aircraft) as specified in the Operating Plan for specific pre-planned initial attack response areas and provided at no cost to the protecting agency. Mutual Aid will be limited to 24 hours from the time of initial report. Mutual Aid resources should be released as soon as possible. In no case shall they be held beyond the 24-hour mutual aid period without consent of the supporting agency. All assistance beyond these Mutual Aid periods will be Assistance by Hire, and will be billed retroactively for the full period from the time of initial dispatch.

Aircraft (fixed and rotary-winged, including pilot(s)) shall always be Assistance by Hire.

Nothing herein shall preclude other mutually agreed upon exchanges of resources documented in Operating Plans and cost share agreements.

34. Assistance by Hire

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Assistance by Hire is the provision of fire suppression resources, by one agency to another, on a full reimbursement basis. All requests to hire fire protection assistance must be clear and precise and shall be processed and recorded through the dispatching systems of the participating agencies. Requests not processed in this manner will not be reimbursable. Personnel, equipment, supplies or services provided by a supporting agency and essential to filling the resource order, which are necessary and reasonable, shall be considered as reimbursable as Assistance by Hire.

Except for Mutual Aid, all requests for fire suppression assistance in an agency's DPA shall be Assistance by Hire. Any other resources provided by a supporting agency and not specifically ordered by the protecting agency, shall be considered a voluntary contribution.

35. Initial Attack

The State and Federal Agencies agree to aggressively pursue initial attack plans that utilize closest fire suppression resources. Each protection unit will identify pre-planned initial attack response areas within its' DPA.

36. Move-up and Cover

"Move-up and Cover" is the relocation of the fire suppression resources from their established location to a temporary location. For this agreement, Mutual Aid Move-up and Cover is limited to moving supporting agency engine companies into protecting agency facilities which have been temporarily vacated because of emergency activity. The protecting agency may provide vehicle fuel, minor maintenance, and lodging at no cost to the supporting agency. Mutual Aid Move-up and Cover will be at no cost to the protecting agency for the initial 24-hour period following request for this type of service. Move-up and Cover beyond the initial 24-hour period is Assistance by Hire, and will be billed retroactively for the full period. When suppression resources already on Move-up and Cover status are dispatched by the protecting agency to a fire, Assistance by Hire will apply, unless the fire is located in an area of predetermined aid as agreed in the Operating Plan.

37. Dispatching Services

Routine dispatching services by the supporting agency will be at no cost to the protecting agency. If additional dispatching services are requested through a resource order, those services will be Assistance by Hire.

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38. Organized Emergency Crews

Organized Emergency Crews (e.g., On Call Crews), usually consisting of 20 persons that are organized, trained, and supervised by the Federal Agencies, are available for State use. Organized Emergency Crews currently under Federal Agency hire can be sent to State fires without changing payroll systems. Salary and transportation costs will be reimbursed as Assistance by Hire. Federal Agency Crew Technical Specialists accompanying an Organized Emergency Crew will be reimbursed as Assistance by Hire.

39. Motorized Ground Equipment

Use rates for all State and Federal Agency-owned motorized ground equipment (including operators) provided as Assistance by Hire shall be paid at the rate established by each agency for its equipment. Rates for motorized equipment will include motor fuels and lubricant costs. Charges for motor fuels and lubricant costs supplied by the protecting agency will be billed separately.

The State and Federal Agencies agree to jointly use Emergency Equipment Rental Agreements (EERAs) and Interagency EERA rates for privately owned equipment hired for fires. Instruction for administering these agreements has been provided in the California Interagency Emergency Equipment Rental Rate Packages submitted to each agency's operational and administrative units.

40. Aircraft

Interagency use of, and billing for, aircraft will be in accordance with procedures mutually established by the State Director, the Field Director, the Regional Forester and the Director. Interagency aircraft use guidelines are attached hereto as Exhibit C. Aircraft contracts require their contractors to bill the "contracting agency" for all payments due. State and Federal Agencies' contract aircraft used by other parties herein under the Assistance by Hire terms of this agreement will be paid by the contracting agency. The contracting agency will, in turn, bill the using agency for all Assistance by Hire aircraft use. The "administrative charge", used for all Assistance by Hire billings, will be added to all charges for use of contract aircraft.

The protecting agency will be responsible for the payment of the hourly flight rate for all aircraft (see Section 33, Mutual Aid). Any applicable aircraft landing fees and appropriate retardant costs will be billed separately. Daily extended availability charges are not billable/reimbursable. Payment will be

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accomplished either through direct billing or the use of approved offsetting procedures established by a joint project or local agreement (see Section 63, Mutual Interest Projects, below). Rates for contract aircraft will be in accordance with the applicable aircraft contract.

Flight rates for agency owned aircraft will be at the rate established by the owning agency. The protecting agency will be responsible for payment of overnight per diem expenses when aircraft are held overnight away from their home base. The protecting agency will also be responsible for aircraft availability charges for days and hours in excess of the planned contract guarantees. Any other Park Service Field Area Office, Bureau State Office or Forest Service Region not a party to this agreement will bill through the Park Service Pacific-West Field Area Office, Bureau California State Office or Forest Service Geographical Area Coordination Center (GACC) to recover cost of aircraft used by the State.

41. Personnel

With the exception of personnel included in Mutual Aid, each agency shall submit a bill which shall include salary, overtime, employee benefit cost, travel, and subsistence (including lodging) related directly to the fire, for all personnel ordered by the protecting agency.

42. Duration of Assignments

Consideration must be given to the health and safety of personnel when assigned to fires of long duration. It is agreed that twenty-one days or shorter periods dictated by agency policy will be considered the maximum time that supporting agency personnel shall be assigned to a protecting agency. It is the responsibility of the protecting agency to request relief personnel in advance of the end of this time period. The protecting agency is further responsible for the transportation costs of moving personnel to the fire and returning those relieved personnel back to their home stations. Extensions beyond the maximum period may be requested. In all cases, the State and Federal Agencies agree that their Incident Commanders will release suppression resources to their primary mission responsibilities as soon as priorities allow.

43. Obtaining and Replacing Fire Supplies

Either the State or Federal Agencies may elect to procure fire equipment and supplies from each other for fire suppression or fire replacement. Orders for fire suppression equipment, including fire hose, tools, sleeping bags, headlamps, rations and other equipment will be processed through established channels.

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509 The State agrees to comply with established National Fire Cache procedures as outlined in the California
510 Mobilization Guide and National Fire Cache Operating Plan.

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512 Replacement of agency-owned expendable tools and supplies lost, damaged or expended by the supporting
513 agency may be reimbursed except as provided in Section 61, Waiver of Claims.

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515 44. Facilities, Equipment and Support

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517 It is mutually agreed that when beneficial for the protection of Federal lands and/or SRA, and in
518 conformance with existing laws and regulations, the State and the Federal Agencies may procure, loan,
519 lease, share or exchange facilities, equipment and support services. This may include, but is not limited
520 to, such things as dispatch centers, fire stations, air attack bases, lookouts, warehouses, vehicles, fire
521 equipment, remote automatic weather stations, lightning “detection” equipment and communications
522 equipment. Operating Plans may outline conditions for specific situations. Whenever it has been agreed
523 between a Federal Agency and the State that mutual benefit exists, any fees for such use, as might be
524 found in Special Use permits or other similar documents, may be waived. Any operational costs required
525 for such proposed use may be shared and reimbursable by the using agency. Any shared cost or
526 reimbursements will be governed in accordance with existing policy of each agency.

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45. Interagency Use of Communications/Information Systems

The Federal Agencies and the State may mutually agree to share components of their communications and information management systems such as: radio frequencies, computer networks, automated dispatching and resource ordering systems, data transmission lines and communications sites. Further, the agencies agree to work cooperatively in the further development, deployment and utilization of such systems and facilities. Such agreements will be approved by the Director and the Regional Forester, Field Director or State Director. Operating Plans detail any restrictions or special requirements of this sharing.

46. Federal Agencies Weather Data Processing System

The State and Federal Agencies agree to collaborate in providing fire weather services. The State will be permitted use of the Federal Agencies' weather data processing system. Use of the system will be from computer terminals in Sacramento and various locations owned by the State. When the State uses the system, the identifying account numbers assigned by the Federal Agencies to the State will be used.

47. Remote Automatic Weather Stations (RAWS)

The State and the Federal Agencies will cooperate in the gathering, processing and use of fire weather data, including the purchase of compatible sensing systems and joint use of computer software. The State and the Federal Agencies will jointly evaluate any new California locations where installation of RAWS is contemplated to prevent site overlap.

48. Cooperative Training

The State and the Federal Agencies will cooperate in the development of interagency courses and the conduct of national Fire Fighter Joint Apprenticeship and Training Programs and other multi-agency training sessions. All agencies will cooperate to make maximum use of existing personnel, equipment and facilities for training purposes. Any payment will be made in accordance with existing policy and regulations.

49. Post-Incident Action Analysis

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To benefit from lessons learned on fire incidents falling under the terms of this agreement, the State and Federal Agencies may from time to time conduct a post-incident action analysis. In all cases, these critiques or reviews will be conducted jointly by the State and the affected Federal Agency(ies) and will follow discussions between the Incident Commander and the appropriate Line Officer.

GENERAL PROVISIONS

50. Appropriate Fund Limitation

Nothing herein shall be interpreted as obligating the Federal Agencies or the State to expend funds or as involving the United States or the State of California in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administratively allocated for the work contemplated in this agreement.

51. Accounting for Assistance by Hire Costs

The State and the Federal Agencies will document all expenditures incurred for providing Assistance by Hire services under the terms of this agreement. Expenditures include both direct costs and indirect or administrative costs. The administrative charge, used for all Assistance by Hire billings, will be applied to all direct costs. The State and the Federal Agencies shall use a comparable method to determine the rate for such administrative charges. All costs will be calculated using established agency procedures.

52. Cost Sharing

A cost share agreement will be prepared when there is: (1) a multi-jurisdictional incident or, (2) an incident which threatens or burns across DPAs of the State and Federal Agencies and the Mutual Aid period has been exceeded. The State and the Federal Agencies have agreed upon methods for determining cost share procedures. These methods are described in the State's 3800 Handbook and in the NWCG Interagency Incident Business Management Handbook.

53. Procurement Authority

Procurement costs incurred by one agency in support of another agency, which are reasonable and prudent, may be charged back to the protecting agency. Whenever a State or Federal Agency is managing an incident (including an incident within another agency's DPA), those agencies must comply with the

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procurement regulations of their respective agencies. In such situations, the protecting agency should provide appropriate staff to represent that agency's fiscal concerns and procurement and contracting requirements.

54. Local Government Agency Involvement in Cost Sharing

The State and Federal Agencies recognize that cost share agreements may contain cost shares assigned to local government agencies that are charged with the protection of LRA. When developing cost share agreements, LRA shares will be identified even though those shares may be absorbed by the State or Federal Agencies. In the event a responsible local government agency is unable or unwilling to become a party to a cost share agreement, the LRA cost shares will be assigned to the State and/or Federal Agencies using the following logic:

1. If the LRA that was burned, or threatened, is entirely related to one agency's DPA, then that agency will assume the responsibility for negotiations for recovery of LRA costs.
2. If the LRA that was burned, or threatened, is related to the DPA of the State and one or more of the Federal Agencies, then the LRA cost share will be apportioned between the respective agencies based on an agreement between the Incident Commanders, and the negotiations for recovery of LRA costs will be assumed by the involved agencies.
3. The decision to seek reimbursement for costs associated with protection of LRA is a policy issue for each of the parties to this agreement that will be addressed on an individual case basis. The agency with the greatest percentage share will typically lead the reimbursement effort.

55. Cost Apportionment

For incidents which involve multi-operational periods and/or high cost incidents, as determined by Incident Commanders, for which cost sharing is appropriate, Incident Commanders and Agency Line Officers will use "cost apportionment" methods in developing incident cost share agreements. Cost apportionment methods are described in the State's 3800 Handbook and in the NWCG Interagency Incident Business Management Handbook. State and Federal Agency Cost Apportionment Technical Specialists (CATS) will be trained and available to assist an incident command in developing the cost share documentation and agreements for appropriate incidents. These technical specialists will be available through normal ordering and dispatching channels.

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Cost apportionment settlement meetings must be held prior to the end of the 12 month period as described in Section 56, Billing Procedures.

56. Billing Procedures

On any incidents or other actions where costs are incurred pursuant to the terms of this agreement, the billing agency shall submit the final bill for reimbursement, in duplicate, as soon as possible, but no later than 12 months after the incident is controlled. This bill, identified by incident name and appropriate order number, will be adequately documented and may be listed using Assistance by Hire categories. Adequate documentation has been agreed to by the State and Federal Agencies and is defined in the Interagency Incident Billing Procedures. A separate bill will be submitted for each incident unless otherwise negotiated. Affected agencies may agree to submit a partial bill, so identified, for major incidents.

All bills for services provided to the State will be mailed to the following address for payment:

California Department of Forestry and Fire Protection
Accounting Office, Room 1555
1416 Ninth Street
P. O. Box 944246
Sacramento, CA 94244-2460

All bills for services provided to the Forest Service Region Five will be mailed to the responsible province office, as follows:

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Northern Province (Shasta-Trinity, Klamath, Six Rivers, and Mendocino National Forests):

USDA Forest Service
Klamath National Forest
ATTN: Fire Billings
1312 Fairlane Road
Yreka, CA 96097

Sierra Cascade Province (Lassen, Plumas and Modoc National Forests):

USDA Forest Service
Plumas National Forest
ATTN: Fire Billings
PO Box 11500
Quincy, CA 95971

IBET Province (Inyo, Tahoe and Eldorado National Forests, Lake Tahoe Basin Management Unit):

USDA Forest Service
Lake Tahoe Basin Management Unit
ATTN: Fire Billings
870 Emerald Bay Rd., Suite 1
South Lake Tahoe, CA 96150

Southern Sierra Province (Sierra, Sequoia and Stanislaus National Forests):

USDA Forest Service
Sierra National Forest
ATTN: Fire Billings
1600 Tollhouse Road
Clovis, CA 93611-0532

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Southern Province (Angeles, Cleveland, Los Padres, and San Bernardino National Forests):

USDA Forest Service
Angeles National Forest
ATTN: Fire Billings
701 North Santa Anita Ave.
Arcadia, CA 91006

Bills for services provided to Forest Service Regions Four and Six and to other Forest Service units not party to this agreement will be mailed to the following address for forwarding to the appropriate unit and shall reference the unit and location of the incident:

Forest Service, USDA
Pacific Southwest Region
Fiscal and Public Safety
630 Sansome Street
San Francisco, CA 94111

All bills for services provided to the Park Service will be mailed to:

National Park Service
Pacific-West Field Area Office
Office of Budget and Finance
600 Harrison Street
Suite 600
San Francisco, CA 94107-1372

All bills for services provided to the Bureau will be mailed to:

Bureau of Land Management
Branch of Fire and Aviation Management
2135 Butano
Sacramento, CA 95825

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All bills will have a due date 60 days after the date of issuance. If payment cannot be made before the 60 days expire, then a 30-day extension may be requested in writing. Written notice that a bill is contested must be mailed to the address listed above within 90 days of issuance of the original bill, and must fully explain the area of dispute. Contested items will be resolved at the local unit level within 60 days of notification. If local unit resolution is not reached within this time period, the contested item(s) will be referred to appropriate representatives of the affected agencies for final resolution. All contested billing issues will be resolved not later than 120 days from time of notification. Refer to Interagency Incident Billing Procedures package for details.

Any uncontested portion of the bill may be paid pursuant to normal requirements with a notation that the contested portion is being withheld, or the entire bill may be paid with a credit provided when final resolution is made. For bills remaining unpaid at the close of the respective fiscal years, the billing agency must provide obligation amounts to the other. The Federal Agencies will submit obligational figures to the State by July 15 for the period of the time starting on July 1 of the previous calendar year through June 30 of the current calendar year. The State will submit obligational figures to the appropriate Federal Agency by September 15 for the period of time starting October 1 of the previous calendar year through September 30 of the current calendar year.

Fiscal representatives from the signatory agencies will meet on annual basis to review all billings and open settlements that remain unpaid or contested for the previous calendar year. Agency fiscal representatives will provide a detailed list of all unpaid invoices, open settlements and specific identification of contested billing issues. Agency fiscal representatives will be responsible to finalize, investigate and resolve all outstanding accounts at this time. All agency billings or contested issues that remain unidentified after the annual resolution meeting will revert back as the sole fiscal responsibility of the billing agency.

Payments for reimbursement made pursuant to the above billings will refer to the bill number and will be sent to the appropriate billing address.

The State and Federal Agencies agree not to bill any actions authorized by this agreement where the total costs of services (not including any administrative charges) is less than thirty-five dollars (\$35).

57. Employment Policy

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It is agreed that employees of the parties to this agreement shall at all times be subject only to the laws, regulations, and rules governing their employment, regardless of agency, and shall not be entitled to compensation or other benefits of any kind other than specifically provided by the terms of their employment.

58. Mutual Sharing of Information

The State and the Federal Agencies will furnish to each other, or otherwise make available upon request, such maps, documents, instructions, records, and reports, including, but not limited to, fire reports, employment records, and law enforcement reports as either party considers necessary in connection with the agreement, in accordance with applicable State and Federal rules and regulations.

59. Suppression and Damage Collection

The State and Federal Agencies reserve the right to pursue independent and separate courses of litigation and cost collection for suppression and damages on those fires that affect both State and Federal interests. Any costs recovered as a result of independent litigation will not be subject to apportionment with other affected agencies. Whenever collections that result from joint legal action have the effect of reducing the net expenditures of the State or the Federal Agencies to accomplish services provided for in this agreement, then such collections may be reported and shared proportionately, after deducting the cost of collection, with the affected agencies.

60. Accident Investigations

Whenever an accident occurs involving the equipment or personnel of a supporting agency, the protecting agency shall take immediate steps to notify the supporting agency that an accident has occurred. As soon as practical, the protecting agency shall conduct an investigation of the accident. The investigation shall be conducted by a team made up of appropriate representatives from all affected agencies. See Exhibit C, Interagency Aircraft Utilization Guidelines, for aircraft accidents.

Investigation cost for personnel will be agency specific and will be borne by the sending agency. Other accident or incident investigation costs are the fiscal responsibility of the agency(ies) that has jurisdiction and/or investigative responsibility.

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793 The sharing of information between agencies on accident investigations and their findings and probable
794 causes is a valuable tool for safety and must be encouraged.

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796 61. Waiver of Claims

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798 The State and the Federal Agencies hereby waive all claims between and against each other, arising in the
799 performance of this agreement, for compensation for loss or damage to each other's property, and personal
800 injury, including death, of employees, agents and contractors, except that this waiver shall not apply to
801 intentional torts or acts of violence against such persons or property.

802

803 62. Officials Not to Benefit

804

805 No member of, or Delegate to Congress or Resident Commissioner shall be admitted to any share or part
806 of this agreement or to any benefit to arise therefrom, unless it is made with a corporation for its general
807 benefit.

808

809 63. Mutual Interest Projects

810

811 The State and the Federal Agencies may jointly conduct appropriate mutual interest projects to maintain
812 or improve the fire protection capability of these agencies. Such projects will be properly documented and
813 will set forth the objective of each undertaking and the role each agency will play in accomplishing that
814 objective. Anticipated cost and the amount of each agency's share of the cost will be shown and itemized.
815 A local agreement should be executed whenever such a mutual undertaking is of a localized nature,
816 involves an exchange of funds, and/or involves a considerable exchange of services.

817

818 Such local agreements shall not be in conflict with the terms of this agreement. Local agreements may be
819 executed by the Ranger Unit Chief, the Forest Supervisor, the Park Superintendent, or the Bureau Line
820 Officer.

821

822 64. Previous Agreement Canceled

823

824 This agreement supersedes and cancels the Cooperative Fire Protection Agreement, as amended, entered
825 into on January 1, 1992, between the Forest Service, the Bureau, the Park Service, and the State.

826

827 65. Duration of Agreement

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The term of this agreement shall commence on the last signatory date below, and shall continue through December 31, 2001, unless sooner terminated upon 60 days prior written notice between the State, the Bureau, the Park Service, and the Forest Service.

66. Amendments Procedure

This agreement may only be amended by written mutual consent of the parties hereto.

67. Examination and Audit

Federal Agencies and the State shall be subject to examination and audit for three years after final payment under the terms of this agreement. Examination and audit shall be confined to those matters connected with the performance of this agreement including, but not limited to, the cost of administration.

68. Nondiscrimination

The State and Federal Agencies shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d through 2000-6); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) which prohibits discrimination on the basis of disabilities and provides for reasonable accommodation in hiring of persons with disabilities; (d) the Older American Act of 1965 as amended (42 U.S.C. 3056 and 6101 et seq.); and (e) USDA 9 AR, Title VI Implementation Regulations.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement.

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION

REGIONAL FORESTER
USDA FOREST SERVICE, REGION FOUR

By:
DIRECTOR

By:
REGIONAL FORESTER

Date:

Date:

STATE DIRECTOR
USDI BUREAU OF LAND MANAGEMENT
CALIFORNIA

REGIONAL FORESTER
USDA FOREST SERVICE, REGION FIVE

By:
STATE DIRECTOR

By:
REGIONAL FORESTER

Date:

Date:

FIELD DIRECTOR
USDI NATIONAL PARK SERVICE
PACIFIC-WEST FIELD AREA

REGIONAL FORESTER
USDA FOREST SERVICE, REGION SIX

By:
FIELD DIRECTOR

By:
REGIONAL FORESTER

Date:

Date:

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896 STATE DIRECTOR
897 USDI BUREAU OF LAND MANAGEMENT
898 NEVADA
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STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES

903 By:
904 STATE DIRECTOR
905

906 Date:
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COOPERATIVE FIRE PROTECTION AGREEMENT

EXHIBIT A

GLOSSARY

ADMINISTRATIVE CHARGE: That pre-established percentage charge that will be applied by the billing agency.

AGENCY ADMINISTRATOR: See Line Officer.

AGENCY AIRCRAFT: Any firefighting fixed or rotary-winged aircraft owned or contracted exclusively to the State or Federal Agencies.

AGENCY REPRESENTATIVE: A supporting agency employee with full authority to make decisions on all matters affecting that agency's participation at the incident.

APPROPRIATE SUPPRESSION ACTION: Fire suppression action consistent with protecting agency fire suppression policy, except where modified by local Operating Plans or EFSA.

ASSISTANCE BY HIRE: Fire suppression resources and associated support resources needed to fill the incident order that are to be paid for by the protecting agency.

AVAILABLE: Following the Incident Command System protocols, the status of a fire fighting resource that indicates its availability for assignment on an incident.

BOUNDARY FIRE: A fire burning on or directly adjacent to the Direct Protection Boundary between the State and the Federal Agencies.

CALL-WHEN-NEEDED (CWN): Generally refers to aircraft certified by the State or Federal Agencies for intermittent use.

CLOSEST FORCES CONCEPT: The philosophy of committing the closest available appropriate resources, regardless of ownership, as described in the Operating Plan, to a wildfire for initial attack or for critical need.

CONTRACTING AGENCY: The agency which holds a contract for specific services or commodities with a vendor.

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COST APPORTIONMENT: A Cost Share methodology as described in the State's 3800 Handbook and the NWCG Interagency Incident Business Management Handbook.

COST SHARE AGREEMENT: An interagency agreement describing the conditions and/or percentage of State, Federal and possibly Local Agency financial liability for costs incurred as a result of jointly approved operations pursuant to the terms of this agreement. This includes suppression costs for incidents that have a mutual impact on the participating agencies.

DETECTION: The act or system of discovering and locating a fire.

DIRECT PROTECTION AREA (DPA): That area which, by law or pursuant to the terms of this agreement, is provided wildland fire protection by the State or by the Federal Agencies. DPAs may include a mixture of state and federal responsibility areas.

DIRECT PROTECTION AREA MAPS: Official maps which identify areas of direct wildland fire protection for each agency.

EQUIVALENT: Equivalent fire protection is that which may be reasonably compared, using mutually agreed to measures such as staffing, organization, performance and available resources.

FEDERAL LANDS: Those lands, owned or controlled by the Federal Government, for which the Federal Agencies have administrative responsibility.

FIELD REVIEW: A review of fire protection designed to verify that the boundaries and suppression forces of any signatory agency conform to the intent of this Cooperative Fire Protection Agreement.

FIREFIGHTING FUND APPROPRIATION: Federal Agency emergency fund, which is available for fire suppression on fires burning or threatening Federal Lands, and for emergency repair of damage to Federal Land watersheds caused by suppression activity.

FIRE HELICOPTER: A rotary wing aircraft provided by the State or a Federal Agency for planned availability and initial attack fire response.

FIRE PREVENTION: Activities directed at reducing the number of fires that start, including public education, law enforcement, dissemination of information and the reduction of hazards through engineering methods.

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981 FIRE SAFE PLANNING: Those activities relating to the implementation and enforcement of Public Resources
982 Code Section 4290.
983
984 HANDCREW: A wildland fire suppression crew consisting of approximately 15 to 20 persons.
985
986 HELITACK: A fire fighting module consisting of a “fire helicopter”, helitender, and fire fighting crew. The
987 number of personnel in the crew may vary.
988
989 INCIDENT: An occurrence or event, either human-caused or natural phenomena, that requires action by
990 emergency service personnel to prevent or minimize loss of life or damage to property and/or natural resources.
991
992 INITIAL ATTACK: Resources initially committed to an incident.
993
994 INITIAL ATTACK FIRE: A fire that is generally contained by the first dispatched fire suppression resources
995 without significant augmentation or reinforcement.
996
997 LEVEL OF FIRE PROTECTION: Identifies the degree of protection to be provided with recognition that lands of
998 equal hazard, risk, and value under similar conditions shall receive a comparable level of protection.
999
1000 LINE OFFICER: The individual assigned administrative responsibilities for an established organizational unit.
1001 Sometimes referred to as an Agency Administrator.
1002
1003 LOCAL RESPONSIBILITY AREA (LRA): Those areas of California that are the wildland fire protection
1004 responsibility of neither the State nor the Federal Agencies.
1005
1006 MOST APPROPRIATE RESOURCE(S): The selection of suitable resources used by the agency managing an
1007 extended attack or major wildfire in its Direct Protection Area.
1008
1009 MOVE-UP AND COVER: Identifies a relocation of fire suppression resources from their established location to a
1010 temporary location to provide fire protection coverage for an initial attack response area.
1011
1012 MUTUAL AID: Automatic initial attack response by suppression resources (excluding aircraft and pilot(s)) as
1013 specified in the Operating Plan for specific pre-planned initial attack response areas and provided at no cost to the
1014 protecting agency for the first 24 hours from the time of initial report. Mutual Aid is limited to those Initial Attack

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1015 resources or move-up and cover assignments that have been determined to be appropriate in the annual Operating
1016 Plans. Aircraft (fixed and rotary-winged, including pilot(s)) shall always be Assistance by Hire.
1017
1018 OFFICIAL MAP(S): Map(s) printed off of the Teale Data Center data base.
1019
1020 OPERATING PLAN: A plan developed at the Forest Supervisor, Park Superintendent, or Bureau Line Officer and
1021 State Ranger Unit Chief levels for implementing the Cooperative Fire Protection Agreement in their respective
1022 areas of responsibility.
1023
1024 PRESCRIBED FIRE: The planned use of fire on wildlands to accomplish specific objectives including reducing
1025 fire hazard, providing flood protection, enhancing wildlife and fisheries, or improving water yields and/or air
1026 quality.
1027
1028 PRE-SUPPRESSION: Activities in advance of fire occurrence to insure effective suppression action, includes
1029 training, planning, procuring and maintaining equipment, development of fire defense improvements and
1030 maintaining cooperative arrangements with other agencies.
1031
1032 PROTECTING AGENCY: The agency responsible for providing direct wildland fire protection to a given area
1033 pursuant to this agreement.
1034
1035 PROTECTION UNIT: Forest Service Protection Units shall mean National Forests, Bureau Protection Units shall
1036 mean Bureau of Land Management Field Offices, Park Service Protection Units shall mean National Parks,
1037 National Monuments, National Seashores and National Recreation Areas and State Protection Units shall mean
1038 Ranger Units.
1039
1040 REPAIR OF SUPPRESSION ACTIVITY DAMAGE: Those activities undertaken by fire suppression forces
1041 during or immediately after the control of a wildfire to insure the prevention of erosion or to repair other damages
1042 resulting from fire suppression activities.
1043
1044 SPECIAL MANAGEMENT AREAS: Specific areas with management objectives that require special
1045 consideration and procedures, including areas that have been so designated legislatively or administratively
1046 because of their unique resource values.
1047
1048 STATE RESPONSIBILITY AREA (SRA): Lands exclusive of cities and federal lands, regardless of ownership,
1049 classified by the State Board of Forestry as areas in which the primary financial responsibility for preventing and

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1050 suppressing fires is that of the State. These are lands covered wholly or in part by timber, brush, undergrowth or
1051 grass, whether of commercial value or not, which protect the soil from erosion, retard runoff of water or accelerate
1052 percolation and lands used principally for range or forage purposes.

1053
1054 **SUPPORTING AGENCY:** An agency directly contributing suppression, rescue, support or service resources to the
1055 agency possessing direct fire protection responsibility for the area upon which an incident is located.

1056
1057 **SUPPRESSION:** All the work of confining and extinguishing a fire beginning with its discovery.

1058
1059 **UNCOMMITTED:** Not assigned to an incident on an Order Number and Request Number.

1060
1061 **UNIFIED COMMAND:** The organizational structure implemented on multi-jurisdictional incidents. The Agency
1062 Incident Commanders will jointly determine incident objectives.

1063
1064 **WILDFIRE:** An unwanted fire burning uncontrolled on wildland.

1065
1066 **WILDLAND:** Lands covered wholly or in part by timber, brush, grass, grain, or other flammable vegetation

1067
1068 **WILDLAND FIRE PROTECTION:** Those activities commonly referred to as detection, prevention, pre-
1069 suppression, suppression, and repair of suppression activity damage that cumulatively contribute to the
1070 management, control or elimination of wildfires.

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COOPERATIVE FIRE PROTECTION AGREEMENT

EXHIBIT B

OPERATING PLAN OUTLINE

The Operating Plan will be a local working document that is developed between the various Bureau Field Office(s), National Forest(s), National Park(s) and the appropriate State Ranger Unit(s), and shall be an attachment to the Cooperative Fire Protection Agreement. It shall be forwarded to the Director and the State Director, Field Director, or Regional Forester by May 15, following approval by the designated State representative and the Bureau Line Officer, Park Superintendent, or Forest Supervisor.

The plan should contain the following information and should follow the same format as this outline.

1. Identification of the administrative units involved.
2. Authority for plan - cite Cooperative Fire Protection Agreement between State and Federal Agencies
3. Delineation and description of fire protection elements:
 - a) DPA Boundary
 - b) Pre-planned Initial Attack Response Areas by Dispatch Levels and Resources
 - c) Mutual Aid Move-up and Cover Facilities
 - d) Non-wildfire Emergencies
 - e) Repair of Suppression Activity Damage
4. Special management considerations:
 - a) Wilderness Areas
 - b) Wild and Scenic Rivers
 - c) Research Natural Areas
 - d) Cultural and Archeological Sites
 - e) Roadless Areas
 - f) Communities/Structures
 - g) Threatened and Endangered Species
 - h) State Parks with SRA located within Federal Agency DPA

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- 1121 i) Other areas identified in land management planning documents or otherwise requiring special
1122 procedures
1123
- 1124 5. Fire Protection Organization including prevention, detection, ground and air attack units, supervisory
1125 personnel, drawdown levels and other cooperating agencies:
1126
- 1127 a) Resources
1128
- 1129 b) Location
1130
- 1131 c) Anticipated Activation Period
1132
- 1133 d) Staffing Level
1134
- 1135 e) Narrative of Organizational Changes from previous year, whether temporary or permanent
1136
- 1137 6. Map(s) maintained to support the Operating Plan and attached on an as needed basis:
1138
- 1139 a) DPA Boundary
1140
- 1141 b) Fire Protection facilities by agency and location (If local agency, so indicate)
1142
- 1143 c) Pre-planned Initial Attack Response Areas
1144
- 1145 d) Mutual Aid Move-up and Cover Facilities
1146
- 1147 e) Special Management Consideration Areas
1148
- 1149 7. Operational Procedures
1150
- 1151 a) Fire Notification
1152
- 1153 b) Establishment of Initial Attack Dispatch Levels
1154
- 1155 c) Boundary fires including Unified Command and Cost Sharing
1156
- 1157 d) Assistance by Hire and Resource Order Process
1158
- 1159 e) Aircraft
1160
- 1161 f) “Handcrews” and Dozers
1162
- 1163 g) Move-up and Cover
1164
- 1165 h) Escaped Fire Situation Analysis
1166
- 1167 i) Post-incident Action Analysis
1168
- 1169 j) Interagency Sharing of Communications Systems and Frequencies
1170

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- 1171 k) Interagency Procurement, Loaning, Sharing, or Exchanging of facilities, equipment, and support
1172 services
1173
1174 l) Joint Mobilization Centers or other incident support facilities
1175
1176 8. Fire Prevention
1177
1178 a) General Cooperative Activities
1179
1180 b) Information and Education
1181
1182 i) Red Flag Operations
1183
1184 ii) Joint Press Releases
1185
1186 iii) Smokey Bear Program
1187
1188 iv) Local Educational Programs
1189
1190 v) Fire Prevention Signs
1191
1192 c) Engineering
1193
1194 i) Fire Safe Planning
1195
1196 ii) Railroads and Utilities
1197
1198 d) Enforcement
1199
1200 i) Burning and Campfire Permits
1201
1202 ii) Restrictions and Closures
1203
1204 iii) Fire Investigations
1205
1206 9. General Procedures. How to handle:
1207
1208 i) Field Reviews
1209
1210 ii) Updating of Plans
1211
1212 iii) Public Information Distribution
1213
1214 iv) Changes During Year (due to budget cuts, etc.)
1215
1216

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COOPERATIVE FIRE PROTECTION AGREEMENT

EXHIBIT C

INTERAGENCY AIRCRAFT UTILIZATION GUIDELINES

INTRODUCTION

Aircraft are limited resources that can have a critical effect on the success of wildfire suppression efforts, therefore the State and Federal Agencies strive to achieve a high level of interagency cooperation in the utilization of aircraft.

The shared acquisition, deployment and utilization of aviation facilities and resources to achieve fire suppression objectives is in the best interest of both state and federal taxpayers.

Therefore, it is incumbent upon the employees of all agencies to work cooperatively to achieve efficient utilization of aviation resources.

DEPLOYMENT AND UTILIZATION

“Agency aircraft” deployed for initial attack in California are strategically located. All firefighting aircraft will be dispatched in accordance with the closest forces concept.

AIRTANKERS

A. Initial Attack

For initial attack on any fire, the responsible State or Federal Agency dispatch office may directly dispatch “uncommitted” airtankers located at the base closest to the fire, regardless of whether the aircraft are owned/operated by State or Federal Agency. Additional airtankers must be requested through dispatch channels.

B. Diverts

If the closest airtankers to a new fire are already committed to other fires, a divert would normally be made, except when the Incident Commander has declared a No Divert due to an immediate, critical threat to life and/or property. The using dispatch office must immediately notify the appropriate higher level dispatch office of any No Divert situation. While the specific

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1255 divert process used may vary by protection unit and circumstance, each dispatch office has
1256 operational control of any aircraft in its jurisdictional airspace assigned to its agency's Order
1257 Number. In order to meet new incident initial attack needs without undue delay, the responsible
1258 dispatch office should normally give the divert directly to the affected aircraft and to the airtanker
1259 base, then advise the incident.

1260
1261 Diverts between protection units are to be requested through the appropriate Federal Agency
1262 GACC or Region Command Center (RCC).

1263
1264 C. Extended Attack/Major Incidents

1265
1266 All airtankers assigned to an extended attack or major incident will be released each night,
1267 regardless of their actual overnight location, and reordered with a new Request Number for the
1268 next day.

1269
1270 When arranging the assignment of airtankers to a major incident, the coordinating dispatchers
1271 should cooperatively maintain adequate initial attack coverage while meeting the operational
1272 needs of the incidents. Assignment of airtankers shall be based on operational need and
1273 efficiency, not ownership.

1274
1275 When several airtankers are operating out of one base, individual aircraft should be rotated to assure adequate crew
1276 rest and operational equity. The total number of airtankers assigned shall not be augmented by rotation; every
1277 airtanker brought into the rotation must have a Request Number and replace one of the aircraft that was already
1278 flying.

1279
1280 AIR ATTACK AIRCRAFT

1281
1282 Air Attack aircraft are shared resources, and are used interchangeably on the fires of all cooperating
1283 agencies.

1284
1285 A. Initial Attack

1286
1287 The Air Attack aircraft closest to the fire will be directly dispatched by the responsible dispatch
1288 office.

1289

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1290 If the closest Air Attack aircraft is not available, the ordering unit should place the request
1291 through dispatch channels.

1292

1293 B. Diverts

1294

1295 One of the major roles of the Air Tactical Group Supervisor (ATGS) is to ensure airspace safety
1296 over an emergency incident. An Air Attack aircraft may be diverted to a new fire only when it is
1297 the closest resource and the diversion will not adversely affect the safe separation and
1298 coordination of aircraft remaining on the fire. The Air Attack aircraft should be used on the
1299 incident with the greatest immediate need for airspace safety coordination. An additional Air
1300 Attack aircraft should be ordered for the other incident.

1301

1302 C. Extended Attack/Major Incidents

1303

1304 For long-term air operations, more than one Air Attack aircraft and ATGS should be assigned in
1305 rotation to assure adequate crew rest and continuous coverage.

1306

1307 For large or complex operations, a second Air Attack aircraft or a Lead Plane should be utilized
1308 as the Airtanker Coordinator, to maintain an appropriate span of control and efficient interface
1309 with incident command for the ATGS.

1310

1311 D. Supplemental Detection

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1313 Air Attack aircraft may be used as necessary for supplemental detection following lightning
1314 storms or for other purposes. Adjacent units should coordinate through appropriate dispatch
1315 channels as necessary. Sometimes it may be more efficient to use administrative aircraft or
1316 "Call-When-Needed" (CWN) aircraft for supplemental detection, keeping the Air Attack aircraft
1317 available for fire response.

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1319 LEAD PLANES

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1321 Lead planes can be dispatched in support of any cooperating agency's fires and in support of Forest
1322 Service contract airtankers in accordance with Forest Service policy.

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1324 Lead Planes will be ordered through dispatch channels.

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HELICOPTERS

A. Initial Attack

For initial attack or immediate need on any fire, the first helicopter ordered should be the fire helicopter closest to the fire. Orders should be placed through dispatch channels with the agency administering the “helitack” base.

B. Extended Attack/Major Incidents

Requests for fire helicopters after initial attack should be placed through normal dispatch channels.

Because the agency fire helitack units are so valuable on initial attack, it is desirable to replace them with CWN helicopters when such aircraft are available and can meet the mission needs of extended attack or major incidents. If an initial attack fire helicopter is not being used for tactical firefighting purposes, it should be replaced with a CWN helicopter whenever possible.

C. Call-When-Needed (CWN) Helicopters

CWN helicopters will not normally be dispatched as an initial attack resource.

CWN helicopters may be sent to the same fire as an additional resource, or to return a fire helitack unit to initial attack status.

D. Non-Fire Use

Agency fire helicopters may be ordered on a reimbursable basis for emergency non-fire missions (e.g., search and rescue or medivac) using dispatch channels and incident ordering procedures. Agency fire helicopters may be used on interagency prescribed fires in accordance with the Cooperative Agreement for the Use of Prescribed Fire.

MILITARY AIRCRAFT

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Normally military aircraft may be used only after available agency and commercial aircraft are committed.

DISPATCHING PROCEDURES

A. No aircraft shall be dispatched without an Order Number and Request Number from the responsible agency dispatch office.

B. Authorized State or Federal Agency protection unit dispatch offices may place orders for aircraft on behalf of other agencies for emergency incidents in that unit's DPA.

AIRCRAFT ACCIDENT INVESTIGATION

Pursuant to Public Law 103-411, the National Transportation Safety Board (NTSB) has been given the authority and responsibility to perform all aircraft accident investigations. If requested by the NTSB, the agency on whose order number the aircraft was assigned will take the lead in assisting with the investigation. As a result, the other involved agency(ies) will be in a supporting role. Refer to Section 60, Accident Investigations.

The sharing of information between agencies on accident investigations and their findings and probable causes is a valuable tool for safety and must be encouraged.

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COOPERATIVE FIRE PROTECTION AGREEMENT

EXHIBIT D

UNIFIED ORDERING POINT

The purpose of the Unified Ordering Point (UOP) is to allow all of the agencies involved on the incident the opportunity to fill requests at the lowest level, including the use of local mutual aid assistance.

The Incident Commanders (ICs) must determine which agency's dispatch center will be identified as the UOP.

The point of origin determines the order number. The order number is prefaced by the 3-letter identification of the agency assuming financial responsibility for the request. RCC and Federal Agency GACC requests for support of the incident will be relayed to the UOP for a complete record of the incident. A representative from all other involved agencies may be assigned to the UOP. If the UOP is placing procurement orders, it is strongly recommended that a representative with the necessary procurement authorities be present from all agencies to insure that procurements are within the scope of each agency's authorities.

Agency specific requests, such as a Buying Unit Team, CDF Finance Section Chief, Assistant Disbursing Officer (ADO), will go through the UOP. The UOP will relay the request to the agency involved in the incident that has the specific resource.

After the final request has been closed, the UOP will send a copy of the resource order forms, CDF Form FC-101 or MACS Form 420, to the RCC/Federal Agency GACC Dispatch.

The following flowchart identifies the request channels of Unified Command Incident utilizing a UOP.

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All requests and resource information must go from the incident to the UOP.

1. The 3-letter identified prefix with a request number indicates financial responsibility and also denotes to UOP to which agency the request will be relayed. UOP records the requests and routes them to the agency identified in the 3-letter identifier. If that agency is unable to fill the request, the request will be given back to the UOP. At this point, UOP has the opportunity to fill the request, except for agency specific requests, as outlined on the preceding page.

Steps 1 and 8, or 2, 2a, 3, 3a, and 8 should be used.

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1417 2. If UOP cannot fill the request, then UOP will relay the request to RCC/Federal Agency GACC. At this
1418 point RCC/Federal Agency GACC will assume that all incident-involved agencies have been previously
1419 contacted.

1420

1421 Steps 1, 2, 3, 4, 7, and 8 should be used.

1422

1423 3. If RCC/Federal Agency GACC cannot fill the request, the request will be relayed to the next dispatch
1424 level.

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1426 Steps 1, 2, 3, 4, 5, 6, 7, and 8 should be used.

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COOPERATIVE FIRE PROTECTION AGREEMENT

EXHIBIT E

CHANGES TO DIRECT PROTECTION AREA (DPA)

Changes to DPA boundaries can be divided into two groups referred to as automatic changes and proposed changes.

Automatic Changes may be the result of:

- A. Incorporations/annexations of SRA
- B. Land acquisitions by Federal Agencies
- C. Land exchanges
- D. Removal of lands from SRA by California Board of Forestry
- E. Classification of lands to SRA by California Board of Forestry

Proposed Changes may result from:

- A. Change in protection system
- B. Acreage out of balance
- C. Need to move DPA boundary to line of convenience.

The processes for reporting and initiating the above changes are as follows:

PROCESS FOR AUTOMATIC CHANGES

1. Local protection unit documents change and forwards through agency channels.
2. Local protection unit advises other agencies directly affected.
 - a. Affected agencies forward through channels in accordance with agency policy.
 - b. Automatic change may trigger a proposed change agreed to by the affected local protection units which would then go through the process for proposed changes.
3. Local protection unit forwards to agency central collection point by October 1.
 - a. Agency central collection point enters data into Teale Data Center database as required (this may be done by the unit submitting the change).
4. Forward from agency central collection point to interagency committee for review/analysis of impacts as needed.
5. Interagency committee forwards to agency directors with recommendations . (This is done in conjunction with review/analysis of proposed changes).

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ORIGINAL**PROCESS FOR PROPOSED CHANGES****ORIGINAL**

- 1465
- 1466
- 1467 1. Local protection units agree upon and propose change.
- 1468 2. Proposed change is submitted through involved agencies' channels for agency review and approval.
- 1469 3. If agencies do not approve, proposal dies. If approved, proposal goes to agency central collection point by
- 1470 October 1.
- 1471 4. Forward from agency central collection point to interagency committee for review/analysis of impacts.
- 1472 5. Interagency committee forwards to agency directors with recommendations.
- 1473 6. If agency directors do not approve, proposal dies. If approved, sign-off. Local protection units are
- 1474 advised.
- 1475 7. Implementation by February 1.
- 1476 8. Approved changes returned to agency central collection point for entry into Teale Data Center database.
- 1477 9. Agency central collection point prints master set of maps and distributes to each agency by April 1.
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COOPERATIVE FIRE PROTECTION AGREEMENT

EXHIBIT F

FIRE PREVENTION

ENFORCEMENT OF FIRE LAWS

Authorized State personnel will enforce applicable State Forest and Fire Laws upon Federal lands in State DPAs.

Responsibility for fire prevention inspections on Federal lands within State DPAs, including timber harvest and other land-use operations, must be identified in the Operating Plan.

Pursuant to California Penal Code Section 830.8, those Federal Agency law enforcement officers and special agents so empowered may enforce State Forest and Fire Laws (except the Forest Practice Rules for timber harvesting) on all SRA lands in Federal Agency DPAs and on Federal lands in California.

Other Federal Agency employees may be designated representatives of the Director for the performance of the following fire prevention duties on SRA within Federal Agency DPAs:

A. Issuance of campfire, dooryard, and other burning permits. Air pollution control permit issuance responsibility should be identified in the Operating Plan.

B. Making fire prevention inspections. Responsibility for fire prevention inspections on timber harvest operations on SRA lands within Federal Agency DPAs must be identified in the Operating Plan.

C. Requesting criminal prosecution of fire law violators through the District Attorney's Office.

By April 15, the Federal Agencies will submit, to the appropriate State Ranger Unit Chief, the names of the Federal Agency employees and volunteers who are trained to perform those duties specified in A, B, and C above, requesting that they be designated representatives of the Director. The State Ranger Unit Chief will advise the Federal Agencies of approval of their recommendations by letter. Authorities will expire not later than May 31, two years after issuance of the letter.

The Federal Agencies will provide the State with fire prevention inspection activity data for SRA lands by each February 1 for the preceding year for purposes of program workload analysis. Data will be collected using the California Interagency Fire Prevention Inspection Form. Likewise, the State will provide similar data to the Federal Agencies for State prevention inspection activity on Federal lands within State DPAs. The data will be forwarded to the agencies' respective state headquarters via channels identified in the Operating Plan.

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All Federal Agency personnel initiating criminal actions on behalf of the Director will submit information necessary for the State Law Enforcement Report (LE-30). Likewise, the State will make annual reports of criminal actions it initiates for violations on Federal lands within State DPAs. Enforcement data will be forwarded to the agency's respective state headquarters via channels identified in the Operating Plan.

DETERMINATION OF CAUSE AND PRESERVATION OF EVIDENCE

As initial action is taken on a fire, the protecting agency is responsible to gather and preserve information and evidence pertaining to the origin and cause of the fire. To the extent permitted by Federal and State law, the protecting agency will provide investigation files relative to the fire to the other agency. Each agency will promptly notify the other when there is potential for cost recovery on a fire occurring on lands under the jurisdiction of the other agency.

BURNING AND CAMPFIRE PERMITS

In accordance with current instructions, permits for campfire (CDF form LE-63), dooryard premises burning (CDF form LE-62), and other burning (CDF form LE-5) (except vegetation management program and brushland conversion burning (CDF form LE-7) pursuant to California Public Resources Code sections 4462-4476 and 4491-4494) on State Responsibility lands in Federal Agency DPAs will be issued by the Federal Agency or local fire protection district personnel authorized to do so by the Director. Local fire protection district personnel so authorized will notify the affected Federal Agencies when dooryard premises burning permits are issued for areas protected by these agencies. All other permits will be issued by authorized State personnel only.

Permits for burning slash on SRA lands within Federal Agency DPAs covered by a Timber Harvesting Plan where stocking requirements have not been met will be issued only with the approval of the State employee supervising the plan. The State will advise the Federal Agencies of active Timber Harvest Plans in their DPAs. Channels for information flow will be detailed in the Operating Plan.

The Federal Agencies will consult the State when burning projects are being planned and conducted on Federal Lands in State DPAs. The State will consult the Federal Agencies when burning projects are being planned and conducted on private and SRA State Park lands in Federal DPAs. Provisions for joint planning for burning projects shall be included in the Operating Plan.

RESTRICTIONS AND CLOSURES

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When any protection unit plans, activates, or deactivates any suspension, closure, or restriction, the adjacent protection unit(s) will be consulted and a copy of the notice immediately provided.

FIRE SAFE PLANNING

The Federal Agencies will be actively involved in the Fire Safe planning process for SRA lands within their respective DPAs. Pursuant to California Public Resources Code Section 4290, the State Board of Forestry has directed that a single contact point be established within each county for the purpose of implementing Title 14, Division 1.5, Subchapter 2, Articles 1-5, California Code of Regulations. The State will be the primary interface with local government and will, in most cases, be that contact. In some cases, a Federal Agency may agree to be designated the contact point if the State's presence is limited or efficiencies can be gained. Such designation will be determined by the State in consultation with the involved Federal Agency and be documented in the appropriate Operating Plan. Whenever appropriate, the State and the Federal Agencies will work in concert within any county to take advantage of area knowledge and to provide agency specific input.

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